

Corder v. Antero

EXHIBIT 6

1-1-77

Received for Recording

Recorded

Book

Pg

Lease #

Map Ref.

Renewal #

Expires

1084

203

548

Eguit # 58

OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 20th day of August, 1979, by and between HOWARD D. NICHOLSON and ETHEL NICHOLSON, RAY JUNIOR LEVERIEIS and AGNES LEVERIEIS his wife, GARY NUTTER or AGNES NUTTER his wife, WILLIAM WEST and BLANCHE WEST, his wife, GAIL NICHOLSON, single, HARRY WEST and MAGGI WEST, his wife, RUPERT WEST and HAZEL WEST, his wife, JOHN NICHOLSON and JUNE NICHOLSON, his wife, JAMES CORDER and PEARL CORDER, his wife hereinafter called Lessor (whether one or more), and DORAN & ASSOCIATES, INC. 728 WASHINGTON ROAD PITTSBURGH, PA 15228 hereinafter called Lessee,

WITNESSETH, that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee, to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty, for the purpose and with the rights of drilling, producing, and otherwise operating for oil and gas, and of laying pipe lines and building tanks, roads, stations, and electric power lines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient for the operation of this land alone and jointly with neighboring lands, all that certain tract of land situated Waters of TURKIE TREE FORK OF TENNIE CREEK, County of HARRISON, State of WEST VIRGINIA, and bounded substantially as follows:

On the North by lands of CAIN NICHOLSON (Formerly)
On the East by lands of RAY JUNIOR LEVERIEIS
On the South by lands of JAMES CORDER
On the West by lands of ARMISTE JAMES
and containing, for the purpose of calculating rentals, FIFTY EIGHT (58) acres of land whether actually containing more or less, and part of all of said land is described in that certain deed to Lessor from _____ dated _____

recorded in Book 662, Page 9, in the Recorder's Office of said County. It is agreed that this lease shall remain in force for a primary term of TWO YEARS (2) years from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas.

1. It is agreed that this lease shall remain in force for a primary term of TWO YEARS (2) years from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas.
2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the leased premises.

(c) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of some at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises, payable quarterly.

3. If Lessee shall not have either begun operations for the commencement of a well on the premises within 30 DAYS from the date hereof Lessee agrees to pay to the Lessor the sum of TWO HUNDRED EIGHTEEN DOLLARS (\$ 118.00) annually, commencing _____

from date as a rental for 12 months such commencement is delayed, subject however to the right of cancellation hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinbefore provided for is the chief consideration until commencement of a well. The commencement of a well shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. In the event of completion of a commercially unproductive well on the premises the Lessee shall be under no obligation to make delay rental payments for a period of one year following the completion of such well. At the expiration of this delay free period, Lessee may continue to hold this lease for such further term as it may desire, not to exceed the primary term thereof, upon the payment of the rentals above mentioned. Lessee may, at its option, pay rentals quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of HOWARD D. NICHOLSON AGENT to HOWARD D. NICHOLSON, ROUTE # 1, WOLF BRIDGE, WEST VIRGINIA to RAY JUNIOR LEVERIEIS with the above said written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents made as above until such direction, and thereafter in accordance with such direction shall also be the Lessee from any liability to any heir or assign of the Lessor. All payments of royalty are to be made according to Lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

Corder v. Antero

Corder v. Antero

- 1084 204
- LESSOR FREE GAS PROVISION IS HEREBY GRANTED FROM 200,000 to 300,000 cubic feet
5. Lessor excepts and reserves a total amount of 200,000 cubic feet of gas annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the leased premises, by Lessee laying the necessary lines and making connections at Lessee's cost at each point on the Gasline I portion as may be designated by the Lessor, provided said gas is used with reasonable appliances and is measured by meter furnished by Lessee. The regulation of such gas will be by regulations furnished by Lessee, and if approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessee's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for and domestic use caused by pumping failures, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from discontinuing any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the rate charged to domestic consumers in the same area, and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease.
 6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessee's title to the leased premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims, and that Lessee, at its option, may pay and discharge any taxes, mortgages or other liens or claims, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or claim, any rental or royalty accruing hereunder.
 7. If an when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of snow, order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.
 8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.
 9. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.
 10. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.
 11. Lessee shall upon completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall resume delay rental payments for quarterly periods, beginning one year from the date that the first productive well shall be completed until said first well shall be connected to a pipeline.
 12. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the leased premises, by the mailing of a notice of such surrender, and a check covering all rentals, if any, due up to the date of such cancellation or surrender.
 13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.
 14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.
 15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.
 16. The leased premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.
 17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor or within a reasonable length of time thereafter.
 18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessee.

Corder v. Antero


1084 205

19. For the purpose of conserving the interest of the parties hereto and protecting and preserving, and the oil or gas field within which the same are included from unnecessary and wasteful drilling and undue depletion of its resources, Lessee further grants to the Lessor, its heirs and assigns, the right to consolidate the above described premises or any part thereof at the option of Lessee with other or to form a unit not to exceed 640 acres for development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessee agrees to accept in lieu of the royalty hereinbefore recited, such proportion of one-eighth (1/8) of the oil or gas produced from the unitized area or his share included therein based to the total acreage of the unitized area. Lessee may give notice to Lessor of such consolidation by mail to the above address or by filing a declaration of record describing the properties so consolidated as unitized.

PARAGRAPH 19 IS TOTALLY DELETED FROM THIS LEASE DOCUMENT BY AGREEMENT OF BOTH THE LESSOR AND LESSEE.

All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.


 Weldon C. Doran, Jr., President
 Doran & Henckel, Inc.

Bill Antero (Seal)
 BILL ANTERO
Lucille Duerksen (Seal)
 LUCILLE DUEKSEN
Clyde Nutter (Seal)
 CLYDE NUTTER
Lucy M Nutter (Seal)
 LUCY M NUTTER
William S. West (Seal)
 WILLIAM S WEST
Blanche West (Seal)
 BLANCHE WEST
Gail Nicholson (Seal)
 GAIL NICHOLSON
Harry Meek (Seal)
 HARRY MECK
Macel Meek (Seal)
 MACEL MECK
Rupert West (Seal)
 RUPERT WEST
Hazel West (Seal)
 HAZEL WEST
John J. Nicholson (Seal)
 JOHN J NICHOLSON
John E. Nicholson (Seal)
 JOHN E NICHOLSON
Howard Nicholson (Seal)
 HOWARD NICHOLSON
Robert Nicholson (Seal)
 ROBERT NICHOLSON
James Corder (Seal)
 JAMES CORDER
Pearl Corder

Antero

Corder v. Antero

_____ a Notary Public of said County, do hereby certify that _____
 signed to the within writing bearing date the _____ day of _____ 19____
 in _____ this day acknowledged the same before me in my said County,
 Given under my hand this _____ day of _____ 19____
 Notary Public

My Commission expires _____
 1084 208 WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA }
 Notary Public }
 I, _____, a Notary Public of said County, do hereby certify that _____
 signed to the within writing bearing date the _____ day of _____ 19____
 in _____ this day acknowledged the same before me in my said County,
 Given under my hand this _____ day of _____ 19____
 My Commission Expires March 12, 19____
 Notary Public

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }
 Notary Public }
 I, _____, a Notary Public of said County, do hereby certify that _____
 signed to the within writing bearing date the _____ day of _____ 19____
 in _____ this day acknowledged the same before me in my said County,
 Given under my hand this _____ day of _____ 19____
 My Commission Expires _____
 Notary Public

On this the 21st day of September, 1979, before me, the
 undersigned officer, personally appeared Weldon C. Doran, Jr.
 who acknowledged himself to be the President of Doran &
Associates, Inc., a corporation, and that he as such President
 being authorized to do so, executed the foregoing
 instrument for the purposes therein contained by signing the name of the
 _____ by himself as President.

In witness whereof, I hereunto set my hand and official seal.
 M. Laurie Cochran, Notary Public
 My Commission Expires July 11, 1983
 Member, Pennsylvania Association of Notaries
 Notary Public

Corder v. Antero

NOTARY PUBLIC
STATE OF WEST VIRGINIA
COUNTY OF PUTNAM

WEST VIRGINIA ACKNOWLEDGMENT

To-wit: 1084 207

I, William West and Patricia West, a Notary Public of said County, do hereby certify that

whose name Patricia West signed to the within writing bearing date the 20th day of Aug, 1979

has SEEN this day acknowledged the same before me in my said County.

Gives under my hand this 20th day of Aug, 1979

William West and Patricia West
Notary Public

My Commission expires March 16, 1987

NOTARY PUBLIC
STATE OF WEST VIRGINIA
COUNTY OF PUTNAM

WEST VIRGINIA ACKNOWLEDGMENT

To-wit:

I, William West and Patricia West, a Notary Public of said County, do hereby certify that

whose name Patricia West signed to the within writing bearing date the 20th day of Aug, 1979

has SEEN this day acknowledged the same before me in my said County.

Gives under my hand this 20th day of Aug, 1979

William West and Patricia West
Notary Public

My Commission expires March 16, 1987

NOTARY PUBLIC
STATE OF WEST VIRGINIA
COUNTY OF PUTNAM

WEST VIRGINIA ACKNOWLEDGMENT

To-wit:

I, William West and Patricia West, a Notary Public of said County, do hereby certify that

whose name Patricia West signed to the within writing bearing date the 20th day of Aug, 1979

has SEEN this day acknowledged the same before me in my said County.

Gives under my hand this 20th day of Aug, 1979

William West and Patricia West
Notary Public

My Commission expires March 16, 1987

Corder v. Antero

Notary Public of said County, do hereby certify that
 whose name _____ signed to the within writing bearing date the _____ day of _____, 19____
 he _____ this day acknowledged the same before me in my said County.
 Given under my hand this _____ day of _____, 19____
 1084 208 Notary Public
 My Commission expires _____

WEST VIRGINIA ACKNOWLEDGMENT
 STATE OF WEST VIRGINIA
 COUNTY OF Harrison

To-wit:
 I, Notary Public of said County, do hereby certify that
 whose name John and Hazel signed to the within writing bearing date the 20th day of Aug., 1979
 he _____ this day acknowledged the same before me in my said County.
 Given under my hand this 20th day of Aug., 1979
 Notary Public
 My Commission expires March 11, 1980

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA
 COUNTY OF Harrison

To-wit:
 I, Notary Public of said County, do hereby certify that
 whose name John Nicholson and James Nicholson signed to the within writing bearing date the 20th day of Aug., 1979
 he _____ this day acknowledged the same before me in my said County.
 Given under my hand this 20th day of Aug., 1979
 Notary Public
 My Commission expires March 11, 1980

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA
 COUNTY OF Harrison

To-wit:
 I, Notary Public of said County, do hereby certify that
 whose name James Gardner and Pearl Gardner signed to the within writing bearing date the 20th day of Aug., 1979
 he _____ this day acknowledged the same before me in my said County.
 Given under my hand this 20th day of Aug., 1979
 Notary Public
 My Commission expires March 11, 1980

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA
 COUNTY OF Harrison

To-wit:
 I, Notary Public of said County, do hereby certify that
 whose name John and Hazel signed to the within writing bearing date the 20th day of Aug., 1979
 he _____ this day acknowledged the same before me in my said County.
 Given under my hand this 20th day of Aug., 1979
 Notary Public
 My Commission expires March 11, 1980

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA
 COUNTY OF _____

This instrument was presented to the Clerk of the County
 Commission of Harrison County, West Virginia, on 10-1-79
 and the same is recorded to record.
 I, Notary Public of said County, do hereby certify that
 whose name Frank M. Mowell signed to the within writing bearing date the _____ day of _____, 19____
 he _____ this day acknowledged the same before me in my said County.
 Given under my hand this _____ day of _____, 19____
 Notary Public
 My Commission expires _____

Corder v. Antero